

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

WILLIAM HARDMAN,)	CASE NO. 5:18-cv-00480-JRA
)	
Plaintiff,)	JUDGE JOHN R. ADAMS
)	
v.)	
)	<u>STIPULATION FOR</u>
U.S. POSTAL SERVICE,)	<u>COMPROMISE SETTLEMENT</u>
)	<u>AND RELEASE OF FEDERAL</u>
Defendant.)	<u>TORT CLAIMS ACT CLAIMS</u>
)	<u>AGAINST THE UNITED</u>
)	<u>STATES POSTAL SERVICE</u>

IT IS HEREBY STIPULATED by Pro Se Plaintiff William Hardman (hereinafter "Plaintiff Hardman") and the Federal Defendant, the United States Postal Service, (hereinafter "Defendant USPS"), as follows:

1. Under the terms and conditions set forth in this Settlement Agreement, the parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to this lawsuit against Defendant USPS, namely the injuries and damages allegedly sustained by Plaintiff Hardman for a package that Defendant USPS insured.

2. Defendant USPS agrees to pay Plaintiff a combined total of Two Thousand and One Hundred Dollars (\$2,100.00), which sum shall be the full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for the failure to pay an insurance claim, for

which Plaintiff Hardman acquired through and against Defendant USPS, including their agents, servants, and employees.

3. Plaintiff Hardman hereby agrees to accept the sums set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all claims, demands, rights and causes of action of whatsoever kind and nature, including claims for breach of contract and/or failure to pay an insurance claim, arising from, and by reason of any and all known and unknown, foreseen and unforeseen, damage to property and the consequences thereof which they may have or hereafter acquire against Defendant USPS and, their agents, servants, and employees on account of the same subject matter that gave rise to the administrative claim and/or the present lawsuit, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff Hardman, his guardians, heirs, executors, administrators or assigns further agrees to reimburse, indemnify and hold harmless Defendant USPS and/or its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by any of Plaintiff Hardman's guardians, heirs, executors, administrators or assigns against Defendant USPS, including any claims of breach of contract or failure to properly pay the full amount of an insurance claim.

4. This Stipulation for Compromise Settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of Defendant USPS and/or their agents, servants, or employees, and it is specifically denied that they are liable to Plaintiff Hardman and/or his heirs, executors, administrators, and/or assigns. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal

Contract Claims Act.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by Plaintiff Hardman will be paid out of the settlement amount and not in addition thereto.

6. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event that Plaintiff Hardman, his administrator, and/or his representative is a minor and/or a legally incompetent adult, Plaintiff Hardman, his administrator, and/or his representative must obtain State Court approval of the settlement at their expense. Plaintiff Hardman, his administrator, and/or his representative agree to obtain such approval in a timely manner: time being of the essence. Plaintiff Hardman, his administrator, and/or his representative further agree that Defendant USPS may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event Plaintiff Hardman, his administrator, and/or his representative fail to obtain such State Court approval, the entire Stipulation for Compromise Settlement and Release are null and void.

7. Payment of the settlement amount will be made by check drawn on the funds of the United States Postal Service for Two Thousand and One Hundred Dollars (\$2,100.00) and made payable to William Hardman, 2218 Lake Road, Akron, Ohio 44312. The settlement will be processed by officials at the United States Postal Service promptly after this settlement is fully executed and approved by the Court. Thereafter, the settlement proceeds will be sent to William Hardman, 2218 Lake Road, Akron, Ohio 44312.


8. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional

agreements relating thereto, may be made public in their entirety, and Plaintiff Hardman expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

9. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document. This document represents the entire agreement between the parties. No additional terms or modifications shall be effective unless in writing and signed by the parties.

10. After the Settlement Agreement is fully executed, the parties agree that they shall immediately file a dismissal with prejudice of the above-referenced action.

Executed this 11TH day of MARCH, 2018



William Hardman
2218 Lake Rd.
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Plaintiff, Pro Se



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IT IS SO ORDERED.

/s/ John R. Adams

U.S. District Court Judge John R. Adams

Date: March 26, 2018